

Berry Veal Corp.

Est. 2761A

Letter of Continuing Guarantee

The undersigned, **Berry Veal Corporation** (seller), hereby states that each and every article contained in and comprising each shipment or other delivery hereafter made by seller, to or on the order of **Gurrentz Int'l Corp.** (buyer), is hereby guaranteed as of the date of each such shipment to be:

- 1. Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended and not as article which may not under the provisions of Section 404, 505 or 5122 or such Act be introduced into interstate commerce;
- 2. Registered, if required, and not adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide, or Rodenticide Act, or any other applicable federal, state or local law and Seller has placed Buyer's name on record with the Environmental Protection Agency or similar agency as a registered distributor if such action is required;
- 3. Not banned or misbranded within the meaning of the terms of the Federal Hazardous Substances Act;
- 4. Not an article which cannot be legally transported or sold under the provisions of any federal, state or local law; and
- 5. If an article which is or which contains a color additive, such color additive is or will be from a batch certified by the Seller, its Subsidiaries, if any, or its suppliers, in accordance with the Federal Food, Drug and Cosmetic Act, as amended, and all regulations issued under said Act. This Guarantee shall not render Seller liable for any incidental or consequential damages of whatsoever nature nor shall it extend to the benefit of persons or corporations other than the Buyer or its affiliates.

This is a continuing guarantee, subject to revocation by Seller upon ten (10) days written notice to Buyer.

Signed: <u>Richard Gioia - Officer</u>

Date: 3/13/2023